

TOWN OF NOLENSVILLE  
Post Office Box 547  
Nolensville, Tennessee 37135

**RESOLUTION 03-02**

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF  
NOLENSVILLE TO ENTER INTO AN AGREEMENT WITH MR. JOHN LENDERMAN TO  
INITIATE A NOLENSVILLE WEBSITE

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ between John Lenderman  
("Consultant") with offices at \_\_\_\_\_ and The Town of Nolensville ("Nolensville")  
with offices at Town Hall, Nolensville, TN 37135.

WITNESSETH

WHEREAS, Consultant desires to provide services to Nolensville and

WHEREAS, Consultant has expertise which will be valuable to Nolensville and desires to  
use such expertise to provide the services and systems set forth below; and

WHEREAS, Nolensville desires to utilize Consultant's services and to compensate  
Consultant according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth  
herein and other good and valuable consideration, the receipt of which is hereby acknowledged, it is  
agreed as follows:

1. Services. Consultant shall provide to Nolensville services (the "Services") as  
described on such schedules as are executed from time to time by both parties to this  
Agreement (collectively the "Schedules"). Such Services shall be provided in  
accordance with the provisions of this Agreement.

2. Scope of Work. A statement of Scope of Work (“the Statement”) shall be included on Schedule A which is attached to this Agreement and which is incorporated herein by this reference. Schedule A will contain a description of the tasks to be performed by the Consultant, and a schedule of performance. A schedule of payments will be shown on Schedule C, which shall be incorporated into this Agreement by this reference.

3. Consultant Personnel. Consultant will act as project manager (the “Consultant Project Manager”), whose duties shall be to provide the services and to oversee the systems created for the benefit of Nolensville.

Consultant is an independent contractor. Neither Consultant nor Consultant’s employees are, or shall be deemed for any purpose to be employees of Nolensville. Nolensville shall not be responsible to Consultant, Consultant’s employees or any governing body for any payroll-related taxes related to the performance of the Services. If Nolensville so requests, Consultant shall hold status meetings and/or e-meetings with Consultant Project Manager in order to review the status of Consultant activities relevant to Nolensville.

4. Fees, Expenses, Records and Taxes. Nolensville agrees to begin periodic payment of sums owed to Consultant as provided in the attached Schedule B.

Notwithstanding anything to the contrary contained herein, Nolensville shall not be liable for any charges and/or expenses under any Schedule for work done on a time and materials basis in excess of the Maximum Dollar Amount specified on such Schedule.

Consultant shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles to substantiate Consultant's charges and expenses hereunder and Consultant shall retain such records for a period of one (1) year from the date of final payment under any Schedule.

5. Indemnity. Consultant shall be liable for and shall indemnify and hold Nolensville harmless against any loss or damage in connection with or arising out of the fault or negligence of Consultant or his employees or agents. Consultant shall procure and maintain for itself and its employees all insurance coverage as required by Federal or State law, including workers' compensation insurance.
6. Confidentiality. Consultant further acknowledges that certain information Consultant may obtain during the provision of services to Nolensville may be confidential; that to enable Nolensville to perform its duties to the public, Nolensville depends upon such information owned and/or in the possession by Nolensville or concerning services rendered by Nolensville. Such confidential information is hereinafter referred to as "Confidential Information."
  1. Non-disclosure. Consultant agrees that, except as otherwise agreed between the parties. Consultant will not at any time during or after the term of this Agreement or any Schedule, disclose any Confidential Information to any person, or permit any person to hold, review, obtain, examine and/or make copies of any reports or any documentation (including source code) prepared by Consultant or that come into Consultant's possession or under

Consultant's control by reason of Consultant's services and that upon termination of this Agreement, Consultant will turn over to Nolensville all documents, papers and other matter in Consultant's possession or under Consultant's control that contain or relate to such Confidential Information. Notwithstanding the foregoing provision, nothing herein shall be construed to deny the Consultant the right to place information approved by Nolensville on the Nolensville website.

2. Proprietary Rights. Unless otherwise specified in any Schedule all work performed under any Schedule, and all materials and products developed or prepared for Nolensville by Consultant under such Schedule (whether or not such Schedule is completed), are the property of Nolensville and all title and interest therein shall vest in Nolensville. To the extent that title to any such works may not, by operation of law, vest in Nolensville or such work may be considered works made fore hire, all rights, title and interest therein are hereby irrevocably assigned to Nolensville. All such materials shall belong exclusively to Nolensville, with Nolensville having the right to obtain and to hold its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Unless otherwise requested by Nolensville, upon the completion of the services to be performed under each Schedule or upon the earliest termination of such Schedule, Consultant shall immediately turn over to Nolensville all materials related to the Services and Systems

7. Consultant Warranties. Consultant warrants that each of his employees assigned to perform services under any Schedule shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with the applicable Schedule.
8. Timeliness of Performance. Consultant understands that prompt performance of all services hereunder is required by Nolensville in order to meet its schedules and commitments.
9. Term and termination. This Agreement shall commence on the date as indicated on Schedule A attached hereto and shall continue in full force and effect thereafter unless and until terminated in accordance with the provisions this Agreement or any Schedule or until satisfactory completion of the services provided for herein and in all Schedules, based upon the acceptance criteria set forth in said Schedule.

In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement by giving ninety (90) days prior written notice thereof; provided, however, that this Agreement shall not terminate at the end of said ninety (90) days notice period if the party in breach has cured the breach of which it has been notified prior to the expiration of said ninety (90) days.

In the absence of a material breach of this Agreement by Consultant, Nolensville may terminate this Agreement or any Schedule hereunder by giving Consultant ninety (90) days prior written notice of its election to terminate said Schedule.
10. Use Policy. Consultant acknowledges and agrees to abide by the following use policy which has been adopted by Consultant regarding the website to be created by

Consultant for Nolensville:

1. General Conduct. The Nolensville website must be used in a manner that is consistent with the intended purpose and may be used only for lawful purposes. Consultant shall not use the Nolensville website in order to transmit, distribute or store material (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; or (b) that may expose Nolensville to criminal or civil liability.
2. Responsibility for Content. In the event that Nolensville becomes aware that any such material may violate this policy and/or expose Nolensville to civil or criminal liability, Nolensville reserves the right to block access to such material and suspend or terminate any user creating, storing or disseminating such material.
3. Inappropriate Content. Consultant shall not use the Nolensville website to display, distribute or store material that is inappropriate, as reasonably determined by Nolensville, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful or excessively violent.
11. Notices. Any notices or communication under this Agreement shall be in writing and shall be hand delivered or sent by registered mail return receipt requested to the party receiving such communication at the address for either party on the front of this Agreement, or such other address as either party may in the future specify to the other party.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for any legal actions involving this agreement shall be Franklin, Tennessee and the Chancery Courts of the State of Tennessee shall be involved as to all matters regarding this Agreement.
13. Modifications. The modification, amendment, supplement to or waiver of this Agreement or any Schedule hereunder, or any of their provisions shall not be binding upon the parties hereto unless made in writing and duly signed by both parties.
14. Waiver. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.
15. Complete Agreement. This Agreement and each Schedule attached hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties.
16. Severability. In the event any one or more of the provisions of this Agreement or of any Schedule is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.
17. Publicity. Consultant agrees that it will not, without prior written consent of Nolensville, use in advertising, publicity or otherwise the name of Nolensville, or any affiliate of Nolensville, or refer to the existence of this Agreement in press releases, advertising or materials distributed to prospective clients.
18. First Right of Refusal. Nolensville shall have the first right of refusal to purchase all rights of Consultant in the website and the materials contained therein should this

Agreement be terminated by either party.



IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority,  
have executed this Agreement as of the date written hereinbelow.

ACCEPTANCE BY  
Town of Nolensville

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles F. Knapper, Mayor

\_\_\_\_\_  
Date

ACCEPTANCE BY  
Consultant

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cindy Lancaster, Town Recorder

**SCHEDULE A**  
**SERVICES TO BE PROVIDED BY CONSULTANT**

1. Construction and maintenance of “town hall” website for Nolensville based on information supplied by Nolensville.
2. Consultant will format information for use on “town hall” website, but Consultant will not otherwise edit information supplied by Nolensville.
3. Provision of user name/password to Nolensville to be used in event of emergency.
4. Consultant will provide to Nolensville e-mail addresses through the “town hall” website as needed and when available.
5. Participate in meetings with Nolensville staff as requested by Nolensville.
6. Participate in meetings at Town Hall.
7. Consultant will ensure that no advertising will be included in town hall website.
8. Consultant will have creative design flexibility to modify town hall website as needs of Nolensville and technology change.

**SCHEDULE B**  
**OBLIGATIONS OF NOLENSVILLE**

1. Payment to Consultant as provided in Schedule C.
2. Provision for consultant of content for “town hall” website and its descendant pages. Content will be published as received from specified official personell designated by Nolensville.
3. Advise Consultant of identity of Nolensville staff to provide data for inclusions on “town hall” website.

**SCHEDULE C**  
**COMPENSATION PAID BY NOLENSVILLE TO CONSULTANT**

ANNUAL FEE

Nolensville shall pay Consultant the sum of \$5,000.00 per year during the two (2) year term of this Agreement as follows:

1. Payment 1 - \$2,500.00 due to Consultant by January 31, 2003.
2. Payment 2 - \$2,500.00 due to Consultant by July 31, 2003.
3. Payment 3 - \$2,500.00 due to Consultant by January 31, 2004.
4. Payment 4 - \$2,500.00 due to Consultant by July 31, 2004.

TERM OF AGREEMENT

The term of this Agreement is for two (2) years and shall expire on December 31, 2004 unless otherwise terminated as provided in the agreement or unless extended, modified or renewed by subsequent written agreement executed by both parties.

FEE IN EXTENSION PERIOD

In the event Nolensville elects to extend the term of this Agreement after December 31, 2004, for either one or two years, the Consultant will be compensated as follows:

Year 3

1. Payment of \$3,000.00 on January 31, 2005
2. Payment of \$3,000.00 on July 31, 2005

Year 4

1. Payment of \$3,500.00 on January 31, 2006
1. Payment of \$3,500.00 on July 31, 2006